



**GRAND TRAVERSE COUNTY
ADMINISTRATION/BOARD OF COMMISSIONERS**

400 BOARDMAN AVENUE
TRAVERSE CITY, MI 49684-2577

ADMINISTRATION
BOARD OF COMMISSIONERS

231/922-4780
231/922-4797

MEMORANDUM

TO: Department Heads and Elected Officials

FROM: Chris Forsyth, Deputy Administrator

DATE: October 7, 2019

RE: Grand Traverse Band of Ottawa and Chippewa Indians ("GTB");
Distribution of 2 percent funds; October 2nd Board of
Commissioners Meeting

At its October 2nd regular meeting, the Board of Commissioners adopted a resolution that "they support 2 percent funding grant allocations specifically for services provided by and for Grand Traverse County." Prior to adopting this resolution, the Board of Commissioners discussed having any 2 percent fund requests be made directly to the Department or County Office that provides a service relevant to the request. In order to carry out the Commissioners resolution, Administration is requesting all Department Heads and Elected Officials follow the below guidelines in reviewing GTB 2 percent fund requests:

- If Administration receives an inquiry about the availability of 2 percent funds from an individual requestor acting on behalf of a non profit or other organization, Administration staff will direct the individual to make that request for 2 percent funds to the relevant County department or Elected Official based on the information the individual provided;
- Administration staff will send an email notifying the particular Department Head/ Elected Official that such an inquiry was made, the nature of the inquiry or request, and information about the individual or organization making the request if information is available;
- Once an individual requestor contacts a County office inquiring about the availability of 2 percent funds, the Department Head/Elected Official should determine if the requestor would use 2 percent funds for a service that the particular County office provides or can

contract. If the Department Head/ Elected Official is unsure, he or she should seek an opinion from Civil Counsel;

- If the Department Head/Elected Official determines that the funds would be used for a service that the Department could provide or contract, then the Department Head/Official should inform the requestor in writing of this determination;
- Either the requestor or Department Head/Elected Official may complete the application to GTB for 2 percent funds. However, at a minimum the Department Head/ Elected Official should indicate in writing that he or she supports the requestor's application;
- Once the application is complete, the Department Head/Elected Official must forward the application to County Administration with a completed agenda action item to be reviewed and approved by the Board of Commissioners at a future meeting;
- If the Board of Commissioners approves the application for funds, then the Department Head/Elect Official and the requester shall execute a funds agreement, using the template attached to this memo. Any questions or concerns about the terms of the agreement should be addressed to Civil Counsel.

Resolution 148-2019
Tax Increment Finance Development Plan (TIF 97)
Grand Traverse County Board of Commissioners Position
On the Extension of TIF 97

Moved by LaPointe, seconded by Clous to approve Resolution 148-2019.

Commissioner LaPointe requested a “friendly amendment” to the resolution and distributed a sheet with additional wording to be added to the resolution in the packet.

Vote on Friendly Amendment

Moved by LaPointe, seconded by Clous to include the additional wording distributed to the resolution in the packet.

Roll Call Vote: Yes 3, No 4

Nay: Coffia, Hundley, Jewett, and Wheelock

Motion failed

Vote on Original Resolution

Moved by LaPointe, seconded by Clous to approve Resolution 148-2019.

Roll Call Vote: Yes 6, No 1

Nay: Hundley

Moved by Hentschel, seconded by Hundley to extend the meeting time to 12:20 p.m.
Motion carried.

b. Distribution of 2% Allocations of Tribal Funding (action postponed from September 18, 2019 meeting)

Motion from September 18, 2019 meeting brought forth again for a vote.

Chis Forsyth, Deputy County Administrator, stated that Prosecutor Cooney wrote a memo in 2012 which indicates the non-profits that are eligible for 2% Funding approvals that the County can refer to when requests come in.

Nate Alger, County Administrator, suggested that the 2% requests filter through a Department Head or Elected Official so they can evaluate if the service they are offering is in line with that Department’s mission. It would then be forwarded to the Prosecuting Attorney for review, if needed, and finally to the Board of Commissioners for approval.

Moved by Wheelock, seconded by Clous that Grand Traverse County go on record stating that they support 2% grant allocations specifically for services provided by and for Grand Traverse County.

Roll Call Vote: Yes 6, Abstain 1

Abstain: Hundley

AGREEMENT

The parties, Grand Traverse County (County), and _____ ("CONTRACTOR"), agree as follows:

1. SCOPE OF WORK. CONTRACTOR agrees to use (Amount for purpose) as described in CONTRACTOR'S application of (DATE). All funds shall be targeted toward Grand Traverse County residents. CONTRACTOR may contract with third parties to provide this service as further set forth in this agreement.
2. FINANCIAL AND OTHER REPORTING REQUIREMENTS: Within 30 days following the completion of this contract, or within 1 year of receipt of funding, CONTRACTOR shall provide a written report specifically describing how the money was used including a detailed list of all expenditures for the above described services, the results or outcomes of the use of the money such as number of client served, resulting benefits to Grand Traverse County, and whether an independent audit report has been filed for the organization. The County, at a regularly scheduled meeting of the Board of Commissioners, may approve the report or disapprove the report and request additional information, including records of CONTRACTOR related to providing the subject service(s), including a copy of any audit report. If the County approves the report, no further action is required and this contract is terminated. If the County disapproves the report, CONTRACTOR shall submit a revised report including the requested information within 7 days of the meeting at which disapproval is made. Failure to timely file a report, failure to provide additional information as requested, or disapproval of a report may result in liquidated damages up to the total amount of compensation provided for in paragraph 3, below, at the sole discretion of the County. Approval of the report by the County Board shall not be unreasonably withheld.
3. COMPENSATION. In consideration of the CONTRACTOR performing the above service(s), the County shall provide compensation to CONTRACTOR in the amount of \$ amount. The compensation shall be used exclusively for the services described above in the Scope of Work.
4. TERM. This agreement shall continue in effect for one year from the effective date, except as provided in paragraph 1, above, and the reporting requirements shall survive until the County receives and approves the required report.
5. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor and shall control and direct any and all aspects of the work contemplated under this agreement and may assign those obligations to a third party. The County shall not control, direct, or oversee, in any way, the performance of the CONTRACTOR or any assignee, agent or employee of CONTRACTOR
6. INDEMNIFICATION. The CONTRACTOR releases and shall indemnify, and hold harmless the County, its officers, board members, assigns, agents, servants, employees,

and insurance companies from and against all actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequence of any liabilities, of any nature, which may arise from the performance of the services contemplated under this agreement.

7. **INSURANCE.** The CONTRACTOR shall obtain and maintain public liability and property damage general liability insurance and spectator liability insurance in an amount satisfactory to the County. The insurance company must be licensed to do business in Michigan. The CONTRACTOR shall provide the County with evidence of insurance coverage prior to the execution of this agreement by the parties.
8. **FAILURE TO MAINTAIN INSURANCE.** If the CONTRACTOR fails to pay insurance premiums when due or to obtain, maintain, or deliver policies of insurance as provided for in this agreement, the County may treat the failure of the CONTRACTOR as a default under the agreement.
9. **ASSIGNMENT.** CONTRACTOR shall not assign this agreement without the express written consent of the County.
10. **CONFLICT OF INTEREST.** No member of the County Board of Commissioners nor any individual employed by the County shall be admitted to any share or part of this agreement, or to any benefit that may arise from it, unless the agreement or transaction has been approved by 2/3 of the members of the County Board of Commissioners and so shown on the minutes of the Board together with a showing that the Board is cognizant of the member's or employee's interest.
11. **NOTICES.** All notices, bills or statements required shall be in writing and shall be deemed to have been given if either delivered personally or mailed by first class mail to the parties at the addresses below. Either party may subsequently change the address for notice, bills, or statements by giving written notice of such changes to the other party.

If to County:

Chairman, Grand Traverse County
Board of Commissioners
400 Boardman Avenue
Traverse City, MI 49684

If to CONTRACTOR:

12. **NON-DISCRIMINATION.** CONTRACTOR agrees to comply with all pertinent federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including, but not limited to Title VII of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
13. **LAWS AND REGULATIONS.** CONTRACTOR shall comply with the requirements of all laws and regulations, municipal, state and federal now in force and which may hereafter be enforced.

14. ENTIRE AGREEMENT. This is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable the remainder of this agreement shall not be affected and each term and provision of this agreement lease shall remain valid.
15. SEVERABILITY. The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions, and this agreement shall be construed as if such invalid or unenforceable provision were omitted.
16. CHOICE OF LAW AND VENUE. This agreement shall be governed by the laws of the State of Michigan and venue shall be Grand Traverse County exclusively.
17. SIGNATORIES. The signatories warrant that all statements contained in and riders attached to this agreement are complete and accurate and that they are empowered to enter into this agreement.
18. EFFECTIVE DATE. The effective date is the date that this agreement is executed by both parties.

Agreed and executed:

FOR CONTRACTOR:

Date: _____, 20** _____

FOR COUNTY:

Date: _____, 20** _____